

BLM # FAA010017
USGS-BRD # 01HQAG0140
NPS # H8R07010001
USDA FS # 01-JV-11222074-179

**GREAT BASIN
COOPERATIVE ECOSYSTEM STUDIES UNIT**

COOPERATIVE and JOINT VENTURE AGREEMENT

between

**DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Geological Survey–Biological Resources Division
National Park Service**

**DEPARTMENT OF AGRICULTURE
U.S. Forest Service**

and

**UNIVERSITY OF NEVADA-RENO (HOST)
Utah State University
Desert Research Institute
D-Q University
Great Basin College
Haskell Indian Nations University
Idaho State University
Oregon State University
University of Nevada-Las Vegas
University of Utah
White Mountain Research Station**

ARTICLE I - BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Geological Survey–Biological Resources Division, National Park Service, and U.S. Department of Agriculture Forest Service, (hereinafter called Federal Agencies), and the University of Nevada-Reno and its partner institutions is to establish and maintain the Great Basin Cooperative Ecosystem Studies Unit. The Great Basin CESU is associated with a national network of CESUs.
- B. The objectives of the Great Basin Cooperative Ecosystem Studies Unit (CESU) are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the Great Basin CESU to assist in providing research, technical assistance and education.
- D. The U.S. Geological Survey–Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C. 1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the Great Basin CESU to assist in providing research, technical assistance and education.

- E. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Great Basin CESU to assist in providing research, technical assistance and education.
- F. The U.S. Department of Agriculture Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USDA FS is authorized to enter into a joint venture agreement to establish the Great Basin CESU to assist in providing research, technical assistance and education.
- G. The University of Nevada-Reno (hereinafter called Host University) was founded as Nevada's land-grant institution, and is a component of the University and Community College System of Nevada. The Host University is a center for scholarship and learning, with responsibilities that extend to the citizens of Nevada, the nation and world. The Host University emphasizes building partnerships that strengthen linkages with communities, business and industry, state and federal agencies, and public and private organizations.
- H. The partner institutions to the Host University include Utah State University, Desert Research Institute, D-Q University, Great Basin College, Haskell Indian Nations University, Idaho State University, Oregon State University, University of Nevada-Las Vegas, University of Utah, White Mountain Research Station (hereinafter called Partner Institutions).

ARTICLE II - STATEMENT OF WORK

- A. Each Federal Agency agrees to:
 - 1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;
 - 2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Great Basin CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
 - 3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
 - 4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
 - 5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;

6. Make available managers to serve on the Great Basin CESU Managers Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the agreement; and
10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Establish, in consultation with the Federal Agencies and Partner Institutions, the Great Basin CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Basin CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Basin CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Great Basin CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, as appropriate;
8. Encourage its students to participate in the activities of the Great Basin CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Great Basin CESU Managers Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Great Basin CESU.

- C. Each Partner Institution agrees to:
 - 1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Great Basin CESU objectives and allow and encourage faculty to participate in the program as appropriate;
 - 2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
 - 3. Encourage students and employees to participate in the activities of the Great Basin CESU.
- D. All Federal Agencies, the Host University and Partner Institutions agree to:
 - 1. Establish and maintain the Great Basin CESU closely following the CESU Introduction (June 1999), adapting key elements to local and regional needs, as appropriate;
 - 2. Develop and adopt a Great Basin CESU role and mission statement;
 - 3. Develop a multi-year strategic plan;
 - 4. Make modifications, as appropriate, to this agreement that individually include a specific “scope of work” statement and a brief explanation of the following:
 - (a) the proposed work and what is being modified in the agreement;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project budget and schedule;
 - (f) the specific deliverables;
 - 5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
 - 6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE III – TERMS OF AGREEMENT

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Great Basin CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.

- D. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

ARTICLE IV - KEY OFFICIALS

- A. The technical representatives for the Federal Agencies are as follows:

- 1. Bureau of Land Management

- Bill Brookes
Bureau of Land Management
Nevada State Office
1340 Financial Boulevard
Reno, NV 89502
(775) 861-6485 (phone)
(775) 861-6712 (fax)
Bill_Brookes@nv.blm.gov

- (mailing address)
P.O. Box 12000
Reno, NV 89520

- 2. U.S. Geological Survey–Biological Resources Division

- Gayton (Gary) Scoppettone
U.S. Geological Survey–Biological Resources Division
1340 Financial Boulevard
Suite 161
Reno, NV 89502-7147
(775) 861-6396 (phone)
Gary_Scoppettone@usgs.gov

3. National Park Service

James Shevock
Associate Regional Director, Natural Resource Stewardship and Science
National Park Service
Pacific West Region
600 Harrison Street, Suite 600
San Francisco, CA 94107-1372
(415) 427-1321 (phone)
(415) 427-1485 (fax)
Jim_Shevock@nps.gov

4. USDA Forest Service

Robin Tausch
USDA Forest Service, Rocky Mountain Research Station
Forest Sciences Laboratory
University of Nevada
920 Valley Road
Reno, NV 89512
(775) 784-5329 (phone)
(775) 784-4583 (fax)
rtausch@fs.fed.us

B. The technical representatives for the Host University are:

Dr. David Thawley, Dean
College of Agriculture, Biotechnology and Natural Resources (CABNR)/MS 222
University of Nevada, Reno
Reno, NV 89557
(775) 784-1610 (phone)
(775) 784-4227 (fax)
dthawley@cabnr.unr.edu

Dr. Rang Narayanan
Associate Dean of Outreach
CABNR/MS 222
University of Nevada, Reno
Reno, NV 89557
(775) 784-6649 (phone)
(775) 784-4227 (fax)

Dr. Hudson Glimp
Professor, Veterinary Medicine
CABNR/MS 222
University of Nevada, Reno
Reno, NV 89557
(775) 784-6135 (phone)
(775) 784-1375 (fax)

C. The technical representatives for the Partner Institutions are:

1. Utah State University

Dr. F.E. "Fee" Busby
Dean of the College of Natural Resources
Utah State University
5200 Old Main Hill
Logan, UT 84322-5200
(435) 797-2452 (phone)
(435) 797-2443 (fax)
feebusby@cnr.usu.edu

2. Desert Research Institute

Dr. Michael Auerbach
Executive Director, Division
of Earth & Ecosystem Sciences
Desert Research Institute
2215 Raggio Parkway
Reno, NV 89512
(775) 673-7409 (phone)
(775) 673-7485 (fax)
auerbach@dri.edu

Dr. Saxon Sharpe
Assistant Research Professor
Division of Earth & Ecosystem Sciences
Desert Research Institute
2215 Raggio Parkway
Reno, NV 89512
(775) 673-7006 (phone)
(775) 673-7397 (fax)
ssharpe@dri.edu

3. D-Q University

Ms. Susan Mahoney
Environmental Science Instructor
D-Q University
P.O. Box 409
Davis, CA 95617
(530) 758-0470 ext. 1023 (phone)
(530) 758-4891 (fax)
smahoney@dqu.cc.ca.us

Dr. Suresh Tiwari
Dean of Academic Affairs
D-Q University
P.O. Box 409
Davis, CA 95617
(530) 758-0470 ext. 1032 (phone)
(530) 758-4891 (fax)
stiwari@dqu.cc.ca.us

4. Great Basin College

Dr. Eric Henderson
Lead Faculty for the Bachelor of Arts
in Integrative and Professional Studies
Great Basin College
1500 College Parkway
Elko, NV 89801
(775) 753-2385 (phone)
(775) 738-8771 (fax)
ehender@gbcnv.edu

5. Haskell Indian Nations University

Dr. George L. Godfrey
Vice President for Academic Affairs
Haskell Indian Nations University
155 Indian Avenue
Lawrence, KS 66046
(785) 749-8457 (phone)
(785) 832-6637 (fax)
ggodfrey@ross1.cc.haskell.edu

Dr. Robert T. Dixon
Chair, Department of Natural Sciences
Haskell Indian Nations University
155 Indian Avenue, Box 5015
Lawrence, KS 66046
(785) 749-8457 (phone)
(785) 832-6637 (fax)
tdixon@ross1.cc.haskell.edu

Ms. Brenda Brandon
Technical Outreach Services for Native American Communities Coordinator
Haskell Environmental Research Studies Center
Haskell Indian Nations University
155 Indian Avenue, Box 5001
Lawrence, KS 66046
(785) 749-8498 (phone)
(785) 832-6637 (fax)
bbrandon@ross1.cc.haskell.edu

6. Idaho State University

Dr. Richard S. Inouye
Director, CERE,
and Professor of Ecology
Department of Biological Sciences
Idaho State University
Pocatello, ID 83209-8007
(208) 282-2933 (phone)
(208) 282-4570 (fax)
inourich@isu.edu

Dr. Nancy Huntley
Professor of Ecology
Department of Biological Sciences
Idaho State University
Pocatello, ID 83209-8007
(208) 282-2149 (phone)
(208) 282-4570 (fax)
huntnanc@isu.edu

7. Oregon State University

Dr. Paul S. Doescher
Department of Rangeland Resources
Oregon State University
Corvallis, OR 97331
(541) 737-1622 (phone)
(541) 737-0504 (fax)
paul.s.doescher@orst.edu

8. University of Nevada-Las Vegas

Dr. Raymond Alden, III
Provost
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas, NV 89154
(702) 895-3301 (phone)
(702) 895-4054 (fax)
alden@nevada.edu

9. University of Utah

Dr. John Sperry
Professor, Biology Department
2575 1400E
University of Utah
Salt Lake City, UT 84112
(801) 585-0379 (phone)
(801) 581-4668 (fax)
sperry@biology.utah.edu

Dr. Dennis Bramble
Professor, Biology Department
2575 1400E
University of Utah
Salt Lake City, UT 84112
(801) 581-3549 (phone)
(801) 581-4668 (fax)
bramble@bioscience.utah.edu

10. White Mountain Research Station

Dr. Frank L. Powell
Director
White Mountain Research Station
3000 E. Line Street
Bishop, CA 93514
(760) 873-4344 (phone)
(760) 873-7830 (fax)
fpowell@ucsd.edu

ARTICLE V – AWARD

- A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).
- B. Upon signature of all parties and upon satisfactory submission of a budget from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey–Biological Resources Division

\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

USDA Forest Service

\$10,000 is awarded to the Host University to carry out this agreement.

- C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-102, A-133 and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).
- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USDA FS cost-sharing requirements of 20% of total project costs.

No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.

- E. Award of additional funds or in-kind resources will be made through modifications to the agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.
- F. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI - PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE VII - REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Great Basin CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.

- C. A role and mission statement for the Great Basin CESU will be prepared, adopted and agreed to by the Host University and all CESU Federal Agencies and Partner Institutions within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.
- D. Annual work plans will be developed to guide the specific activities of the Great Basin CESU and will:
1. Describe the Great Basin CESU's ongoing and proposed research, technical assistance and education activities;
 2. Describe anticipated projects and products; and
 3. Identify faculty, staff and students involved in the Great Basin CESU during the year.
- The first annual work plan (for FY2002) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.
- E. A multi-year strategic plan will be developed to generally guide the Great Basin CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

ARTICLE VIII - PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE IX - TERMINATION

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and requires approval of each of the Federal Agencies and the Host University. Such approval shall not be withheld unreasonably.

ARTICLE X – REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

6. **LIABILITY PROVISION:**

Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a),(b), and (c) for non-governmental parties stated below.

Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars

- (\$3,000,000) for any number of claims arising from anyone incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
 - (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees, and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE

- A. The following are to be incorporated into this agreement:
1. Budget for funds awarded in this agreement
 2. Great Basin CESU Proposal
 3. DI-2010 (Certifications for the Host University and Partner Institutions regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying)

ARTICLE XII – ATTACHMENTS

A. The following are attached:

1. ATTACHMENT 1 – Financial Status Report, SF 269A
2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
3. ATTACHMENT 3 – ACH Payment, SF3881
4. ATTACHMENT 4 – Example Modification Template

ARTICLE XIII - AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey-Biological Resources Division
- C. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- D. U.S. Forest Service

E. UNIVERSITY OF NEVADA-RENO

- F. Utah State University
- G. Desert Research Institute
- H. D-Q University
- I. Great Basin College
- J. Haskell Indian Nations University
- K. Idaho State University
- L. Oregon State University
- M. University of Nevada-Las Vegas
- N. University of Utah
- O. White Mountain Research Station

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

Robert V. Abbey
State Director, Nevada

Date

Wilma Robinson
Assistance Officer

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey–Biological Resources Division

Patricia L. Masterson
Contract Officer, NABP

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

C. National Park Service

Jamie Sherrill
Contracting Officer

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

D. U.S.D.A. Forest Service

M. Dean Knighton
Assistant Station Director for Research

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

E. Board of Regents, UCCSN, for University of Nevada-Reno

Jane Nichols
Chancellor

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

F. Utah State University

F.E. "Fee" Busby, Dean
College of Natural Resources

Date

Michael R. Lewis, Director
Contracts and Grants

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

G. Desert Research Institute

John H. Bees
Director, Sponsored Research Administration

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

H. D-Q University

Morgan G. Otis
President

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

I. Great Basin College

Betty Elliott
Vice President for Academic Affairs

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

J. Haskell Indian Nations University

Dr. Karen Gayton Swisher
President of Haskell Indian Nations University

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

K. Idaho State University

Dr. Richard L. Bowen, President
Idaho State University

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

L. Oregon State University

Clement LaCava
Program Representative

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

M. University of Nevada-Las Vegas

Dr. Raymond Alden, III

DateProvost

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

N. University of Utah

Ray Gesteland
Vice President for Research

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

O. White Mountain Research Station

Dr. Frank L. Powell
Director

Date

**GREAT BASIN
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT ONE TO
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Geological Survey-Biological Resources Division
National Park Service**

**DEPARTMENT OF AGRICULTURE
U.S. Forest Service**

and

**UNIVERSITY OF NEVADA - RENO (HOST)
Utah State University
Desert Research Institute
D-Q University
Great Basin College
Haskell Indian Nations University
Idaho State University
Oregon State University
University of Nevada-Las Vegas
University of Utah
White Mountain Research Station**

**Adding the
Natural Resources Conservation Service**

With the exception of the changes below, all terms and conditions of the Great Basin CESU Cooperative and Joint Venture Agreement apply to this Amendment, and this amendment is hereby made part of the agreement.

ARTICLE I BACKGROUND AND OBJECTIVES

A.1. The Natural Resources Conservation Service is included in the Great Basin CESU as a Federal Agency partner under Agreement # 68-9327-2-03.

I. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 Of P.L. 106-387, 7 U.S.C.

6962a, NRCS is authorized to enter into the cooperative agreement establishing the Great Basin CESU to assist in providing research, technical assistance and education.

ARTICLE III TERMS OF THE AGREEMENT

A.1. The effective date of the agreement is 7 August 2001.

A.2. The effective date of this amendment shall be determined from the date of the last signature.

ARTICLE IV KEY OFFICIALS

A.5. The technical representatives for the NRCS are as follows:

Sheryl H. Kunickis, Ph.D.
NRCS
5601 Sunnyside Avenue
Room 4-2274
Beltsville, MD 20705-5140
Phone: 301-504-4787
Fax: 301-504-6231
shk@ars.usda.gov

Nicholas Pearson
State Conservationist
Natural Resource Conservation Service
5301 Longley Lane
Bldg.F Suite 201
Reno NV 89511-1805
Phone: 775-784- 5863
Fax: 775-784-5939
nick.pearson@nv.usda.gov

ARTICLE V AWARD

B.1. Upon signature of all parties to this amendment, the NRCS commits \$10,000 in funds to the Host University in furtherance of the agreement, to be authorized by a modification issued against the agreement.

D.1. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 107-76.

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey
- C. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

D. U.S. Forest Service

E. Natural Resources Conservation Service

F. UNIVERSITY OF NEVADA - RENO

G. Utah State University

H. Desert Research Institute

I. D-Q University

J. Great Basin College

K. Haskell Indian Nations University

L. Idaho State University

M. Oregon State University

N. University of Nevada-Las Vegas

O. University of Utah

P. White Mountain Research Station

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

Date

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey–Biological Resources Division

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. National Park Service

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. U.S. Forest Service

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. Natural Resources Conservation Service

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. University of Nevada - Reno

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. Utah State University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. Desert Research Institute

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

I. D-Q University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. Great Basin College

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. Haskell Indian Nations University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. Idaho State University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Oregon State University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. University of Nevada-Las Vegas

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. University of Utah

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. White Mountain Research Station

Date

**GREAT BASIN
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT TWO TO
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Geological Survey-Biological Resources Division
National Park Service**

**DEPARTMENT OF AGRICULTURE
U.S. Forest Service
Natural Resources Conservation Service**

and

**UNIVERSITY OF NEVADA - RENO (HOST)
Utah State University
Desert Research Institute
D-Q University
Great Basin College
Haskell Indian Nations University
Idaho State University
Oregon State University
University of Nevada-Las Vegas
University of Utah
White Mountain Research Station**

**Adding
California State University, Fresno**

With the exception of the changes below, all terms and conditions of the Great Basin CESU Cooperative and Joint Venture Agreement apply to this Amendment, and this amendment is hereby made part of the agreement.

ARTICLE I BACKGROUND AND OBJECTIVES

H.1. California State University, Fresno is included in the Great Basin CESU as a Partner Institution.

ARTICLE III TERMS OF THE AGREEMENT

A.1. The effective date of the agreement is 7 August 2001.

A.3. The effective date of this amendment shall be determined from the date of the last signature.

ARTICLE IV KEY OFFICIALS

C.11. The technical representative for California State University, Fresno is as follows:

Dr. Michael Ortiz
Office of the Provost
California State University, Fresno
5241 North Maple Ave.
Fresno, CA 93740
Phone: 559-278-2636
Fax: 559-278-7987
Michael_Ortiz@csufresno.edu

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey
- C. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- D. U.S. Forest Service
- E. Natural Resources Conservation Service

F. UNIVERSITY OF NEVADA - RENO

G. Utah State University

H. Desert Research Institute

I. D-Q University

J. Great Basin College

K. Haskell Indian Nations University

L. Idaho State University

M. Oregon State University

N. University of Nevada-Las Vegas

O. University of Utah

P. White Mountain Research Station

Q. California State University, Fresno

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

Date

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey–Biological Resources Division

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. National Park Service

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. U.S. Forest Service

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. Natural Resources Conservation Service

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. University of Nevada - Reno

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. Utah State University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. Desert Research Institute

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

I. D-Q University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. Great Basin College

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. Haskell Indian Nations University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. Idaho State University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Oregon State University

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. University of Nevada-Las Vegas

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. University of Utah

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. White Mountain Research Station

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. California State University, Fresno

Date

BLM # FAA010017
USGS-BRD # 01HQAG0140
NPS # H8R07010001
USFS # 01-JV-11222074-179
NRCS # 68-9327-2-03

**GREAT BASIN
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT THREE TO
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Geological Survey-Biological Resources Division
National Park Service**

**DEPARTMENT OF AGRICULTURE
U.S. Forest Service
Natural Resources Conservation Service**

and

**UNIVERSITY OF NEVADA - RENO (HOST)
Utah State University
California State University - Fresno
Desert Research Institute
D-Q University
Great Basin College
Haskell Indian Nations University
Idaho State University
Oregon State University
University of Nevada - Las Vegas
University of Utah
White Mountain Research Station**

**Adding
Boise State University**

With the exception of the changes below, all terms and conditions of the Great Basin CESU Cooperative and Joint Venture Agreement apply to this Amendment, and this Amendment is hereby made part of the agreement.

ARTICLE I. BACKGROUND AND OBJECTIVES

H.2. Boise State University is included in the Great Basin CESU as a Partner Institution.

ARTICLE III. TERMS OF THE AGREEMENT

A.1. The effective date of the Great Basin CESU cooperative and joint venture agreement is 7 August 2001.

A.4. The expiration of this agreement will not affect the validity or duration of projects which have been initiated under this agreement prior to such expiration.

A.5. The effective date of this amendment shall be determined from the date of the last signature.

C.1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this agreement, each Partner Institution and Federal Agency currently participating in this agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the agreement and the Host University shall sign the amendment.

ARTICLE IV. KEY OFFICIALS

C.12. The technical representatives for Boise State University are as follows:

Dr. James Munger
Chair of the Department of Biology
Boise State University
1910 University Drive
Boise, ID 83725-1515
Phone: (208) 426-3560
Fax: (208) 426-4267
jmunger@boisestate.edu

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey
- C. National Park Service

DEPARTMENT OF AGRICULTURE

- D. U.S. Forest Service
- E. Natural Resources Conservation Service

F. UNIVERSITY OF NEVADA - RENO

- G. Utah State University
- H. California State University – Fresno

- I. Desert Research Institute
- J. D-Q University
- K. Great Basin College
- L. Haskell Indian Nations University
- M. Idaho State University
- N. Oregon State University
- O. University of Nevada – Las Vegas
- P. University of Utah
- Q. White Mountain Research Station
- R. Boise State University**

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

Print Name]:
[Print Title]:

Date

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. National Park Service

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. U.S. Forest Service

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. Natural Resources Conservation Service

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. UNIVERSITY OF NEVADA - RENO

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. Utah State University

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. California State University - Fresno

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

I. Desert Research Institute

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. D-Q University

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. Great Basin College

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. Haskell Indian Nations University

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Idaho State University

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. Oregon State University

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. University of Nevada – Las Vegas

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. University of Utah

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. White Mountain Research Station

Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. Boise State University

Print Name]:
[Print Title]:

Date